Formerly the word manufacture involved an idea of tangibility, but later it has taken a more comprehensive scope. *Bates Mach. Co.* v. *Trenton, etc., Co.*, 70 N. J. L. 684, 58 Atl. 935. Where by the industry of man a product is brought into being, whether it be tangible or intangible, it would seem that it may be properly termed manufactured.

ELECTRICITY—PRIVATE EQUIPMENT—LIABILITY OF POWER COMPANY.—The defendant, an electric power company, furnished electricity to a third party to be used to run machines owned and controlled by the third party. The defendant had no right to inspect the machines and no notice of any defects therein. The plaintiff's intestate was killed by an electric shock received while operating one of the machines. *Held*, the defendant is not liable. *Hoffman* v. *Leavenworth, etc., Co.* (Kan.), 138 Pac. 632.

The weight of authority supports the principal case. *Minneapolis General Electric Co.* v. *Cronon*, 166 Fed. 651, 92 C. C. A. 345, 20 L. R. A. (N. S.) 816; *Kiefe* v. *Narragansett E. L. Co.*, 21 R. I. 575, 43 Atl. 542; *Perry* v. *Ohio Valley E. Ry. Co.* (W. Va.), 74 S. E. 993. The adverse decisions hold that by the act of furnishing for use so dangerous a force as an electric current a party is bound to know that the apparatus over which it is to be conveyed is in such condition that the furnishing of such current will not endanger life or limb. *Maysville Gas Co.* v. *Thomas Adm'r*, 108 Ky. 224, 56 S. W. 153, 53 L. R. A. 147; *Hoboken Land & Improvement Co.* v. *United E. Co. of N. J.*, 71 N. J. L. 430, 58 Atl. 1082. This view practically makes the power companies insurers and suggests the English case of *Rylands* v. *Fletcher* which has been greatly qualified in England and generally repudiated in America. *Rylands* v. *Fletcher*, L. R. 3 H. L. 330; 1 VA. LAW REV. 146.

If the decision in the principal case is accepted, the doctrine of *res ipsa loquitur* can have no application unless the accident was due to a dangerous current negligently sent into the wires by the defendant company. *Denver Consol. Electric Co.* v. *Lawrence*, 31 Colo. 301, 73 Pac. 39; *Harter* v. *Colfax E. L. & P. Co.*, 124 Iowa 500, 100 N. W. 508; *Peters* v. *Lynchburg Traction Co.*, 108 Va. 333, 61 S. E. 745.

The courts are similarly divided as to whether it is the duty of a power company to inspect the apparatus installed in a building by other parties before turning on the current for the first time. On principal and authority the company is under no such duty. *Nat'l Fire Ins. Co.* v. *Denver Consol. E. Co.*, 16 Colo. 86, 63 Pac. 949; 13 L. R. A. (N. S.) 226 (note) *Contra. Hoboken Land & I. Co.* v. *United E. Co., supra.*

EVIDENCE—DYING DECLARATIONS—ADMISSIBILITY IN CIVIL SUITS.—The plaintiff's testator made a statement, under a sense of impending death, in reference to a transaction between himself and the defendant. *Held*, the statement is admissible as a dying declaration. *Thurston* v. *Fritz*, (Kan.), 138 Pac. 625.

This decision, admittedly in opposition to the unanimous weight of authority, is justified by the court on the ground of expediency. See 2 WIGMORE, EVIDENCE, § 1436. The admission of dying declarations, as

an exception to the hearsay rule, in homicide cases is justified by the sheer necessity of the case. In addition to the guaranty of trustworthiness arising from the sense of the impending death, the victim in a homicide case is describing a recent occurrence and not attempting to relate the facts of the transaction which may have occurred years previous.

There seems to be no necessity for extending this exception to the hearsay rule to civil cases since the declarant has an opportunity in his lifetime to reduce the transaction to writing or to provide other competent evidence. A mere lack of evidence in civil cases seems hardly weighty enough to justify an additional exception to the hearsay rule

EXECUTORS AND ADMINISTRATORS—CLAIM AGAINST DEVISEE.—The devisee of specific realty mortgaged the land. The administrator attempted to setoff against the devisee's interest in the land a judgment obtained subsequent to the mortgage against the devisee for a debt due the estate at the testator's death. *Held,* the administrator has priority over the mortgagees to the extent of his judgment, and the set-off is allowed. *Senneff* v. *Brackey* (Iowa), 146 N. W. 24.

An administrator can set off against a legatee's interest in the personalty a debt due the estate by the legatee, and thus prevent a circuity of action resulting from the mutuality of demand. *Smith* v. *Kearney,* 2 Barb. Ch. (N. Y.) 533. But realty ordinarily passes directly to the heir or devisee, not subject to any control by the executor or administrator. Title vests immediately upon the death of the ancestor without the necessity of any demand by the heir or devisee. 2 WOERNER, LAW OF ADMINISTRATION, 438.

The distributive share of the real estate of an heir debtor to the estate of his ancestor is not chargeable with such indebtedness, either as land, or as the proceeds thereof in the hands of the administrator. *Marvin* v. *Bowlby,* 142 Mich. 245, 105 N. W. 751, 113 Am. St. Rep. 574, 4 L. R. A. (N. S.) 189; *Smith* v. *Kearney, supra.*

But not as strong an argument can be adduced in favor of the administrator's right to priority in case of a devisee as in case of a distributee. There are no funds in the administrator's hands against which a set-off can be made. He would have to become an actor before he could obtain a lien on the land. *LaFoy* v. *LaFoy,* 43 N. J. Eq. 206, 10 Atl. 266, 3 Am. St. Rep. 312. Set-off of a debt due an estate cannot be made against a specific devise of realty, but it is a race between the administrator and the creditors of the devisee as to priority. *Mann* v. *Mann,* 12 Heisk. (Tenn.) 245. An unrestricted and absolute devise comes to the devisee free from any lien for debts due by him to the estate. *Dearborn* v. *Preston,* 7 Allen (Mass.) 192.

Certainly the rights of a third party, a mortgagee of the property, cannot be affected by an unrecorded lien. To allow this would be to nullify the effect of the modern statutes of registry.

EXECUTORS AND ADMINISTRATORS—PROBATE OF WILL—ATTORNEY'S FEES.—A person named executor in a purported will offered such instrument for